

DOC255528-A

Taking every measure for the planet

Vaisala is a global leader in measurement instruments and intelligence for climate action. We equip our customers with devices and data to improve resource efficiency, drive energy transition, and care for the safety and well-being of people and societies worldwide.

We have strong customer focus, and we value innovation and renewal, integrity and collaboration. This thinking guides us in our everyday activities, both within the company and with our partners and customers.



These **General Conditions of Project Deliveries of Vaisala Group** (“Conditions”) govern and explain the terms under which a Vaisala Group Company, as identified in a quotation, acknowledgement of order or invoice (hereinafter “Vaisala”, “we”, “us” or “our”), agrees to the sale of products (“Products”) and provision of services (“Services”) to Vaisala’s customer (“Customer” or “you”) as part of a delivery project (“Project”). By submitting a purchase order, request for offer or any other document related to Project, or acting on any Vaisala document referencing these Conditions, you acknowledge: (a) your complete acceptance of these Conditions; and (b) that any terms accompanying your document(s) have no effect and shall not apply.

Our transaction with you shall solely be governed by these Conditions and related Vaisala documentation for the given transaction, which hereby together constitute the full contract (“Contract”) between us and you. Contract further applies to any and all modifications, changes, extensions, updates or upgrades of Products and Services delivered in connection with the Project.

Contract may be superseded or amended only by a separate written agreement agreed upon and executed by parties (“Agreement”).

DOC255528-A

Common conditions

<p>1 Project Scope, Prices and Payment; Taxes</p>	<p>1.1 Products, Services, prices and other relevant information are set out in our quotation or acknowledgement of order. Products and Services, together with associated additional conditions, may be further detailed in Product specific documentation (“Product Information”), Service specific documentation (“Service Information”) and/or Project specific documentation (“Project Information”) attached to our quotation or acknowledgement of order, or otherwise made available to you.</p> <p>1.2 When stated in our quotation, acknowledgement of order or Project Information, Project shall include the following phases: 1) configuration data collection and data confirmation; 2) manufacture and integration of Products; 3) testing and acceptance of Products and/or Services. Completion of all phases shall be based on our standard processes, procedures and methods. A design freeze (“Design Freeze”) occurs upon the completion of the configuration data collection and data confirmation phase. We shall inform you of the date of any Design Freeze.</p> <p>1.3 Unless otherwise stated in our quotation or acknowledgement of order, payment shall be made by a confirmed irrevocable documentary credit, subject to Uniform Customs and Practice for Documentary Credits (UCP 600) or any subsequent revision of the same. Our standard documentary credit form shall apply. We may agree to apply different payment terms if requested by you, for which additional charges may apply. All payments must be made directly by you or your bank identified in the documentary credit.</p> <p>1.4 All documentary credits must be issued directly to the bank nominated by us and be available by sight payment with that bank. We are not responsible for bank or other charges outside of our domicile country or charged by entities other than the bank nominated by us. Manufacture of Products or provision of Services shall not commence prior to the opening and confirmation of the documentary credit.</p> <p>1.5 Unless otherwise stated in our quotation or acknowledgement of order, payment milestones shall be as follows: 1) thirty per cent (30%) as advance payment, payable against invoice only and advance payment guarantee (if applicable); 2) sixty per cent (60%) against delivery documents and invoice; 3) ten per cent (10%) against site acceptance test (SAT) protocol and invoice; however at the latest four (4) months from delivery of Products against invoice only.</p> <p>1.6 We do not include taxes, duties or additional charges of any kind in our prices specified in our quotation or acknowledgement of order, and will add all such separately chargeable items to your invoice amount as applicable. Each party complies with applicable tax regulations and pays all applicable taxes directly to the appropriate authorities.</p> <p>1.7 Any amount outstanding after the due date shall accrue interest at the rate of twelve percent (12%) per annum or the highest amount allowable by law, whichever is lower, from the date your invoice becomes due. Upon first day of delay, we reserve the right to suspend all work and/or deliveries to you until any unpaid amount, including interest, has been paid in full.</p>
<p>2 Responsibility for the Use of Content and Data</p>	<p>2.1 The use or application of any content or data provided or generated by Products and Services shall be the sole responsibility of you and/or the end-users of those Products and Services. You and/or end-users shall assume all liabilities and obligations with respect to any use or application of such content and data.</p>
<p>3 Data Rights; Licenses</p>	<p>3.1 For the purposes of the Contract, the following definitions apply: “Product Data” means data pertaining to the performance, condition and maintenance of Products.</p>

DOC255528-A

"Measurement Data" means (i) data measured or generated by Products or other equipment provided or operated by us, and (ii) data measured or generated by other equipment of the Customer and made available to us in relation to the Services, as well as related metadata (such as location and timing of the measurement).

"Generalized Data" means data based on further processing of Measurement Data or Product Data, or combination thereof with other material, which data (i) doesn't include information on Customer's identity, and (ii) doesn't include data items of Measurement Data as such but only in aggregated form or combined with other data items (excluding metadata contained in the Measurement Data which may be included as such).

3.2 You shall retain the rights to any Product Data and Measurement Data supplied by you to us.

3.3 When and to the extent we have access to Measurement Data or Product Data in relation to or in connection with the provision of Services, you hereby grant the following licenses:

1. We shall have the right to process Product Data for the purposes of provision of the Services to you and for our quality control, research and development purposes.
2. We shall have the right to process Measurement Data for the purposes of provision of the Services to you (including support and maintenance related Services).
3. We shall have the right to create sets of Generalized Data based on the Measurement Data and/or Product Data. Such sets of Generalized Data shall be regarded as separate and independent data sets, and your rights, title or interest in Measurement Data and Product Data shall not encompass such Generalized Data.

3.4 We shall have the right to use Measurement Data and/or Product Data for the purposes of quality control, research and development (including without limitation right to develop our machine learning systems) and provision of value-added services to third parties, provided always that the information or data disclosed to third parties is Generalized Data and that Measurement Data or Product Data as such is not disclosed to third parties.

4	Limitation of Liability	<p>4.1 Products, Services, and Project are priced in accordance with proper limitations of liability. Any variation from the following limitations may result in a price increase or other changes in our quotation. Please carefully review the following limitation of liability provisions.</p> <p>4.2 Except in the case of gross negligence, willful misconduct or fraud, our maximum liability to you, and your maximum liability to us, shall not exceed the price of the Product(s) or Service(s) causing any such liability. Neither party will be liable to the other for any indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was reasonably foreseeable.</p> <p>4.3 Nothing in this Section 4 is intended to affect either party's rights, which cannot be limited or excluded based on the applicable law.</p>
5	General Indemnity	<p>5.1 Within the limits set in Section 4, each party shall hold harmless, defend and indemnify the other party and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all third party claims, demands, suits, actions, or proceedings (and resulting costs, expenses and liabilities), which arise from personal injury, death, or tangible property loss attributed to, or caused by, either party's negligent performance under the Contract or by Products or Services supplied by us.</p>

DOC255528-A

		<p>5.2 The foregoing indemnity shall not apply to the extent that such injury, death, or tangible property loss is caused in whole or in part by the willful misconduct, gross negligence or fraud of the party seeking to be indemnified.</p>
6	<p>Force Majeure; Elevated Risks; Economic Hardship</p>	<p>6.1 Despite our coordinated efforts and intentions to manufacture and deliver the Products and provide the Services to you as planned, unforeseen events may occur. This Section 6 provides relief to each party in Force Majeure events.</p> <p>6.2 Neither party shall be liable for delay in delivery or other failure to duly fulfil its obligations (except for your payment obligations) due to a Force Majeure event. Force Majeure events are events beyond the commercially reasonable control of the affected party and may include events affecting suppliers and subcontractors.</p> <p>6.3 The party affected by a Force Majeure event shall notify the other party in writing as soon as reasonable. Each party shall be entitled to terminate the Contract by notice in writing if performance is suspended under this Section 6 for more than six (6) months.</p> <p>6.4 When installation site(s) are located in high-risk countries or areas, as solely determined by us, we reserve the right to suspend Project in the event we determine that the security of our personnel or property (or those of our subcontractors) cannot be reasonably established or maintained.</p> <p>6.5 Where Project becomes more onerous to us due to economic hardship, we nevertheless strive to fulfil our obligations under Project. There is economic hardship when the occurrence of events fundamentally alters the equilibrium of the Contract either because our costs have increased or because the value of the consideration we receive has diminished, and: (a) the events occur or become known to us after the time of our quotation or the conclusion of Contract; (b) the events could not reasonably have been taken into account by us at the time of our quotation or the conclusion of Contract; (c) the events are beyond our control; and (d) the risk of the events was not assumed by us. We shall inform you of the economic hardship and its effects in writing.</p> <p>6.6 If Project is prevented, hindered, suspended or delayed for a single period exceeding sixty (60) days or an aggregate period of more than one hundred and twenty (120) days during Project on account of one or more events defined in this Section 6 (other than Force Majeure events), parties will seek a mutually satisfactory solution; otherwise we may terminate the Contract, without incurring any liability towards you.</p>
7	<p>Product and Service Lifecycles</p>	<p>7.1 We are constantly working on improving our offerings, and may retire those Products and Services that we determine no longer best serve you. We reserve the right to discontinue manufacturing and providing, or change the design or specification of, any Product or Service at any time and without prior notice to you.</p> <p>7.2 We shall fulfill Contract and any prior contracts concluded prior to the discontinuation of manufacturing or provision, or changes in the design or specifications, of Products and/or Services.</p>

Product and Service specific conditions

8	<p>Invoicing</p>	<p>8.1 Unless payment provisions of Section 1 apply, we will invoice the entire price of Products, including associated charges, costs, and taxes (when applicable) upon dispatch of Products.</p> <p>8.2 Unless payment provisions of Section 1 apply, we will invoice the entire price of Services and taxes (when applicable) upon their completion, charging costs and expenses as they occur.</p>
----------	-------------------------	--

DOC255528-A

9 Delivery; Place of Performance	<p>9.1 We will deliver Products priced in accordance with CIP (named airport or port) (Incoterms ICC 2020), and prices of such Products reflect this delivery term. We may agree to apply a different delivery term if requested by you, for which additional charges may apply. We will note the applicable delivery term on our quotation or acknowledgement of order.</p> <p>9.2 We will perform Services at the location(s) or site(s) specified in our quotation, acknowledgement of order or Project Information. In the absence of a specified location or site, Services will be performed at a Vaisala (or subcontractor) facility of our choosing. Services shall be performed using our standard procedures and methods. To the extent Services include installation and/or other Services to be performed on site, site(s) shall be defined in our quotation, acknowledgement of order or the Agreement.</p> <p>9.3 We will use commercially reasonable efforts to meet the indicated lead times, and will notify you of any expected changes. Expedited delivery times may be available to you for an additional fee.</p>
10 Acceptance	<p>10.1 Except when Clause 18.5 applies, Products shall be deemed accepted if you do not make a written claim (for example, by email) about their quantity or quality within seven (7) days after delivery.</p> <p>10.2 Except when Clause 18.5 applies, Services shall be deemed accepted by you upon the provision of Services (or part thereof) unless we receive a substantiated written claim within seven (7) days after the provision of Services (or part thereof).</p>
11 Risk and Title	<p>11.1 Risk of loss and damage to Products is transferred to you in accordance with the applicable delivery term (Incoterms ICC 2020).</p> <p>11.2 Title to Products is transferred to you without notice once we have received full payment for Product price and any additional charges, costs, and taxes (when applicable). It is your responsibility to employ commercially reasonable measures to store and protect Products until we have passed title to you.</p>
12 Warranty	<p>12.1 We hereby represent and warrant our Products to be free from defects in workmanship and material during a period of twelve (12) months. The warranty period shall commence on the earliest event of: 1) acceptance of Products, as per the applicable acceptance regulations; or 2) six (6) months from the delivery of Products, as per the applicable delivery term.</p> <p>12.2 Warranties of longer duration are available for those specific Products set forth on our website at http://www.vaisala.com/en/contact/Pages/warranty. The lists of such Products may periodically revised by us. Application of the warranties of longer duration do not affect in any way the payment provisions or the duration of financial guarantees (if any), and they shall be applied as if the standard warranty duration set forth in Clause 12.1 only applies.</p> <p>12.3 If any Product proves to be nonconforming in workmanship or material within the period(s) herein provided, we undertake, to the exclusion of any other remedy, to repair or at our option replace the nonconforming Product or part thereof free of charge. Product so repaired or replaced shall have a six (6) months warranty period from the date of delivery and otherwise on the same conditions as for the original Product or part thereof, unless the original warranty period extends beyond the six (6) months warranty period, in which case the original warranty period applies. We shall have the option to repair Product at a Vaisala facility of our choosing or on site. Nonconforming Products replaced in accordance with this Section 12 shall be placed in our possession for disposal.</p> <p>12.4 This warranty is subject to the following conditions:</p> <p>a) a substantiated written claim as to any alleged nonconformity shall have been received by us within thirty (30) days after the nonconformity occurred or became known; and</p>

DOC255528-A

b) allegedly nonconforming Product or part thereof shall be sent to the designated Vaisala facility or to such other place as we may indicate in writing, properly packed and labeled by you, unless we have agreed to inspect and repair or replace Product on site; and

c) Product is within the warranty period.

12.5 Freight and insurance shall be at our expense, subject to you following the return material authorization (RMA) procedures set by us for the return of nonconforming Products, as set forth on our website.

12.6 This warranty does not apply when the nonconformity has been caused through:

a) Normal wear and tear;

b) Accident, theft or vandalism;

c) Forces of nature;

d) Misuse or other unsuitable or unauthorized use of Product (for example, contrary to Product manual), or negligence or error in storing, maintaining or handling Product;

e) Erroneous installation or assembly, or failure to service Product or otherwise follow our service instructions, including any repair, installation, assembly or service made by personnel not approved by us, or replacements with parts not manufactured or supplied by us;

f) Modifications or alterations to Product without our prior authorization; or

g) Other factors depending on you or a third party.

12.7 We are not liable for nonconformities arising out of materials, designs or instructions provided by you.

12.8 We warrant Services to be performed in a diligent and workmanlike manner.

12.9 Following your substantiated written claim of Services (or part thereof) not being compliant with Contract, presented within the time period set forth in Clause 10.2, we will reperform such Services without undue delay.

12.10 Certain Products and Services may have specific warranty conditions supplementary to, or differing from, the standard warranty defined in this Section 12. Specific warranty conditions are detailed in Product Information and Service Information, when applicable.

Project specific conditions

13 **General
Responsibilities**

13.1 In addition to rights and responsibilities related to Products and Services, the following applies to Project specific matters.

13.2 Project is dependent on the complete and timely fulfilment of all your responsibilities.

13.3 Should you request any changes to the scope or other items relating to Project, we shall submit a quotation on the implementation of such request, including proposal on all other necessary changes, which include changes to time schedule and prices. You may request changes only within period of one (1) week after conclusion of Contract, or if a Design Freeze applies, only until the date of Design Freeze. All changes shall be agreed upon in writing by the parties, and we shall not be obliged to carry out any such changes until parties have agreed on changes to all affected items.

DOC255528-A

		<p>13.4 You shall respond in a timely manner to all our requests to provide data, information, and similar items. You shall ensure the accuracy and completeness of all data and/or information supplied and to be supplied by you.</p>
14	Responsibility Matrix; Project Information	<p>14.1 We may provide you with a responsibility matrix defining the roles and responsibilities of parties under Project in more detail, and such document shall become an integral part of Contract as Project Information.</p> <p>14.2 We may provide you with other Project Information, including factory acceptance test (FAT) and site acceptance test (SAT) protocols, which shall also form an integral part of Contract.</p>
15	Preparatory Work	<p>15.1 You shall sufficiently in advance undertake preparatory work to ensure that all conditions necessary for the delivery of Products and performance of Services are fulfilled. Without limiting the generality of the foregoing, you shall ensure that all foundations are structurally sound and that Products are on site(s) well in advance before their installation.</p> <p>15.2 Upon our request, you shall issue proof of completion of all preparatory work. We shall approve (or reject) preparatory work at least four (4) weeks before the planned commencement of Services to be performed on site(s). If rejected, you shall remedy all deficiencies without delay and submit updated proof of completion.</p> <p>15.3 After the preparatory work has been approved by us, we shall commence the performance of Services on site(s) without undue delay; however, not earlier than fifteen (15) days after approval of the preparatory work by us.</p>
16	Site Access and Safety; Site Manager	<p>16.1 You shall ensure that we have timely access to site(s), your personnel, Products and other items relevant to Project. You shall further ensure that all the site(s) and other premises where our (or our subcontractor) personnel operates and all items relevant to Project are in good condition and do not pose health or safety risk to such personnel. You shall inform us of all safety regulations in force on site(s) and/or other premises no later than four (4) weeks before commencement of Services to be performed on site(s).</p> <p>16.2 In the event we or our (or our subcontractor) personnel determine, in our/their sole discretion, that any premises on site(s) are not safe to perform Services, you shall be notified of the unsafe conditions. Such personnel may refuse to perform Services without penalty or liability to us until such time that all health and safety requirements are properly and completely addressed by you.</p> <p>16.3 You shall, no later than when Products are ready for dispatch, appoint a representative (or representatives) to act on your behalf during the performance of Services on site(s). The representative(s) shall be authorized to receive notices, act and make decisions on your behalf in all matters concerning Services on site(s).</p>
17	Time Schedule; Working Hours	<p>17.1 Unless otherwise stated in our quotation or acknowledgement of order, the time schedule of Project shall be as determined and notified by us. The time schedule shall not commence prior to, as applicable, the opening and confirmation of the documentary credit in accordance with Section 1, receipt of advance payment and/or fulfillment of other conditions precedent to the commencement of the time schedule.</p> <p>17.2 You acknowledge and agree that the timely and effective performance of our obligations under Project is dependent on timely and complete fulfillment of your obligations under Project. You shall be fully responsible for the actions and omissions of your officers and directors, employees, advisers, and subcontractors.</p> <p>17.3 Our work week consists of an 8-hour shift Monday through Friday between 06:00 AM and 06:00 PM. In addition to standard holidays in the country where Services are performed, we observe the standard holidays of the relevant Vaisala Group Company.</p>

DOC255528-A

<p>18 Testing and Acceptance</p>	<p>18.1 If and to the extent included in the scope of Project and its price, testing of Products shall comprise factory acceptance testing (FAT) and/or site acceptance testing (SAT) performed by us. FAT and/or SAT shall be conducted according to our standard processes, procedures and methods, as notified by us.</p> <p>18.2 Your participation in FAT and/or SAT shall be at your responsibility and cost. Your representative(s) shall be invited to attend FAT at Vaisala's facilities or other location notified by us. FAT shall be scheduled no later than 30 (thirty) days from the date of invitation. The presence of your representative(s) is required at FAT, but in their absence, we may perform FAT alone. FAT protocol shall be signed by the representatives of parties, or in the absence of your representative(s), by our representative alone. Irrespective of the manner in which FAT is conducted, Vaisala shall be entitled to proceed with the subsequent phases of Project following FAT.</p> <p>18.3 Installation of Products shall be followed by SAT without delay. The presence of your representative(s) is required at SAT, but in their absence, we may perform SAT alone. SAT protocol shall be signed by the representatives of parties, or in the absence of your representative(s), by our representative alone.</p> <p>18.5 Minor deficiencies which do not affect the operation of Products shall not prevent FAT or SAT from being completed and accepted. When Project scope includes SAT, Products and Services shall be deemed finally accepted, and our obligations under Project completely fulfilled, upon signing of SAT protocol, or upon taking Products wholly or in part into operational use, whichever occurs first. In the event SAT is not included in Project scope, Products shall be deemed finally accepted as per Clause 10.1, and Services shall be deemed finally accepted as per Clause 10.2.</p> <p>18.6 Whenever Project includes separable portions (for example individual stations or sub-systems), we may notify you that acceptance of such separable portions will take place individually for each such portion. The interpretation and application of FAT, SAT, acceptance, completion of Project and commencement of warranty period shall apply separately to each separable portion, and references to Products and Services under Project shall mean those parts of Products and Services included in the relevant separable portion.</p> <p>18.7 When circumstances require or as otherwise instructed by us, we may perform FAT and/or SAT so that your representatives participate in the testing via video or other remote connection only, even if on-site FAT and/or SAT have been originally quoted. We will instruct your representatives on the use of necessary technical solutions and the procedures to be followed in a remote FAT/SAT. After a successful remote FAT/SAT, the certificate signed by our representative only shall be sufficient for all purposes of Project, including demands for payment under a letter of credit. Application of remote FAT/SAT does not affect the quoted prices or other elements of Project, and we will invoice you for prices related to FAT/SAT and charge associated costs and expenses as quoted.</p>
<p>19 Customer-Induced Changes</p>	<p>19.1 In the event that any change to the scope, time schedule or other items relating to Project becomes necessary due to reasons attributable to you or any third party for which you are responsible, including safety considerations on the site(s), we shall be entitled to modify the contents of Project. Should any such modification result in additional costs, including but not limited to costs resulting from waiting time, travel arrangements, storage costs, rental of installation equipment or similar items, we have the right to charge such additional costs from you.</p> <p>19.2 We shall be entitled to an extension of the original or any amended time schedule, corresponding with the extension caused by any of the above changes. If any such extension exceeds seven (7) days, we have the right to decide on actions that will be taken due to the extension, and we will inform you of the estimated costs resulting therefrom. If any such extension exceeds thirty (30) days, we shall be entitled to terminate Contract and receive compensation for damages incurred due to termination.</p>

DOC255528-A

19.3 No extension of the time schedule, delay, nonperformance or change by us as set forth above shall constitute a breach of contract or give any right to you to claim damages. Payments by you shall not be affected by any such change or extension of the time schedule.

20 Financial Guarantees

20.1 If so stated in the Agreement, we issue guarantee(s) in your favor. In such case, guarantees shall be obtained directly from our bank, and specifically not from your bank. Specific amounts of the guarantee(s) shall be as stated in the Agreement, but in no event shall they exceed: 1) For advance payment guarantee, amount of the actual advance payment received by us; 2) For performance guarantee, ten percent (10%) of price payable for Project; 3) For warranty performance guarantee, five percent (5%) of price payable for the Project.

20.2 We are not responsible for bank or other charges outside of our domicile country or charged by other entities than our own bank. All guarantees shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision (ICC Publication No. 758.) or any subsequent revision of the same.

Governance conditions

21 Confidentiality

21.1 We have specific and unique data, information, knowledge and know-how with regard to Products, Services and their applications. All the data and information provided by us to you, inclusive of Product Information, Service Information and Project Information, prices, drawings, technical data, technology, and materials, which are not publicly available, constitute proprietary and confidential information belonging to us ("Vaisala Information"). You agree to use Vaisala Information only for the purposes of Contract. You will not disclose Vaisala Information to third parties (except to your affiliates and authorized end-users) or copy, decompile, modify, reverse engineer, or create derivative works out of Vaisala Information.

21.2 You may choose to disclose certain non-public information ("Customer Information") to us. We agree to use Customer Information only for the purposes of Contract and will not disclose Customer Information to third parties (except to our affiliates, subcontractors, representatives and channel partners).

21.3 Unless the parties have a valid non-disclosure agreement in place, the obligations of this Section 21 shall survive for a period of three (3) years from the initial disclosure.

DOC255528-A

22 Intellectual Property Rights and Indemnification	<p>22.1 All trademarks, copyrights, trade names, patents, designs, and any other intellectual property of a party whether protected or not by a title shall remain the sole property of that party. All intellectual property rights resulting from any development work undertaken by us shall vest exclusively in us.</p> <p>22.2 We do not grant you any rights to Products or Services beyond those specifically granted in the Contract, Product Information, Service Information, or Project Information. You agree not to infringe, directly or indirectly, upon any of our intellectual property rights, and shall not copy, decompile, modify, reverse engineer, or create derivative works out of Products or Services.</p> <p>22.3 We act diligently to avoid third party intellectual property violations. In the unlikely event of such violation, we shall hold harmless, defend and indemnify you, and each of your directors, officers, members, managers and employees (collectively, the "Customer Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Customer Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that Products and/or Services provided to you infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party.</p> <p>22.4 Customer Indemnified Parties shall without delay notify us in writing about any such action, suit, litigation, arbitration or dispute, and shall not settle or make any admissions in respect of the same. We shall be given the option, at our expense, to control the action, suit, litigation, arbitration or dispute, and shall be given all necessary information, authorization and assistance to defend the same.</p>
23 Export Control; Licenses and Authorizations	<p>23.1 Each party acknowledges that Products, Services, and Project may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions; (iv) applicable local regulations ((i)-(iv) together the "Export Control Regulations") regulating the export and re-export of Products and Services; and (v) any sanctions issued by relevant authorities ("Sanctions").</p> <p>23.2 You represent that you, your intermediaries, or the end-users of Product(s) and/or Service(s) are not named on any Export Control Regulations list of restricted parties, and that none of the Sanctions apply to the entities or persons involved in Project or its financing.</p> <p>23.3 Each party hereby agrees not knowingly export or re-export Products or Services (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of the Export Control Regulations or the Sanctions.</p> <p>23.4 You shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use Products and Services. We shall not be obliged to commence performance of Contract until all necessary licenses and authorizations have been obtained.</p> <p>23.5 You acknowledge that violation of this Section 23 may lead to termination of Contract, cancellation of remaining deliveries, refusal to enter into any future transaction with you, and indemnity under Section 5 (General Indemnity).</p>
24 Termination	<p>24.1 In the event that either party files for bankruptcy, makes arrangements with creditors due to financial difficulties, goes into voluntary or compulsory liquidation other than for the purpose of reconstruction, or has a receiver appointed, the other party may, without prejudice to any other rights or remedies, terminate Contract with immediate effect by written notice.</p> <p>24.2 In the event that either party materially breaches Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching party may terminate Contract with immediate effect by written notice.</p> <p>24.3 In any event of termination, and without limiting other contractual and legal remedies, we shall be entitled to payment for Products already delivered, Services performed, and for costs resulting from work in progress.</p>

DOC255528-A

	24.4 Nothing in this Section 24 shall limit our termination rights stated elsewhere in these Conditions.
25 No Assignment	25.1 Neither party shall be permitted to assign or transfer, in whole or in part, Contract, or any rights or obligations hereunder, except with the written authorization of the other party, and with regard to us, except as assigned or transferred to a Vaisala Group Company. Such authorization shall not be unreasonably withheld. Any attempted assignment in violation of this Section 25 shall be null and void. 25.2 Nothing in this Section 25 shall limit our right to use subcontractors.
26 Non-Waiver	26.1 Failure to enforce any right under Contract will not be deemed a waiver of future enforcement of that or any other right.
27 Data Privacy	27.1 We value the privacy of the representatives of our customers, and commit to use their personal data solely for the purposes of Contract and for marketing activities related to our Products and Services, including marketing by our channel partners and representatives. More information can be found in our Privacy Policy located at https://www.vaisala.com/en/vaisala-policies#privacy-policy .
28 Reference Rights	28.1 We may refer to you as our customer in sales presentations and sales activities with other customers. Upon written consent from you, we may refer to you as our customer in all types of communication and media.
29 Governing Law and Dispute Resolution	29.1 Contract shall be governed by and constructed in accordance with the laws of the country (or state or province, as applicable) of the place of incorporation of the applicable Vaisala Group Company. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. 29.2 The parties shall first try to resolve any dispute relating to or arising from Contract through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to, and settled by, binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in the place of incorporation of the applicable Vaisala Group Company, and the language of the arbitration shall be English. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator.